

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Ronald J. Kruger,

Debtor.

Case No. 04-31186 GFK
Chapter 7

Address: 1072 Greystone Avenue North
Oakdale, Minnesota 55128

Social Security Number: XXX-XX-0361

=====

Kathy Jo Anderson,

Plaintiff,

vs.

Ronald J. Kruger,

Defendant.

**COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT**

Adv. Proc. No. 04-_____

Plaintiff, Kathy Jo Anderson, for her action against Defendant, Ronald J. Kruger, states and alleges as follows:

1. Plaintiff is an individual, who was formerly known as Kathleen Jo Kruger and was formerly the wife of Defendant.
2. Defendant is an individual, who on information and belief, resides at 1072 Greystone Avenue North, Oakdale, Minnesota 55128.
3. This action is a core proceeding pursuant to 28 U.S.C. §157. This court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 151, 157 and 1334.
4. Defendant filed a Voluntary Petition for relief under Chapter 7 of the United States Bankruptcy Code on March 1, 2004.
5. Plaintiff and Defendant were married on May 4, 1991.

6. On or about March 11, 1996, while husband and wife, Plaintiff and Defendant executed and delivered to Robert and/or Joan Prebe a Promissory Note in the original principal amount of \$52,000.00 (the "Prebe Debt"). A copy of this Note is attached to this Complaint as Exhibit A.

7. Plaintiff and Defendant were divorced as evidenced by Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree entered on August 21, 2001. A copy of this Judgment and Decree is attached to this Complaint as Exhibit B.

COUNT ONE

8. Under the terms of the Judgment and Decree, Defendant was ordered to be responsible for and assume the obligations of all debts of the parties incurred prior to June 17, 2001 and to hold Plaintiff harmless from these obligations, including the Prebe Debt.

9. The Prebe Debt is designated by the parties as additional child support and spousal maintenance and as such is not dischargeable pursuant to 11 U.S.C. §523(a)(5).

10. Alternatively, even if the Prebe Debt is not actually in the nature of alimony, maintenance or support, this obligation was incurred by Defendant in the course of a divorce from Plaintiff and the Prebe Debt is not dischargeable pursuant to 11 U.S.C. §523(a)(15).

11. On information and belief, the balance still owing on the Prebe Debt is the principal balance of \$16,289.28, plus interest accrued since the last payment on this debt, and reasonable attorneys' fees and court costs.

COUNT TWO

12. Under the Judgment and Decree, Defendant is also responsible for payment of all medical, hospitalization, optical, dental, psychological and other health expenses for the minor children not covered by insurance or medical assistance.

13. To date, Defendant has not paid any of these obligations, which are in the nature

of maintenance or support.

14. To date, Plaintiff has not been reimbursed for \$133.00 in dental expenses with Scott A. Knudsen DDS and \$654.68 for eye glass expense with Midwest Vision Center for the parties' children.

WHEREFORE, Plaintiff demands that the Court enter judgment as follows:

1. Declaring that the Prebe Debt and the children's medical obligations are in the nature of alimony, maintenance or support and is nondischargeable pursuant to 11 U.S.C. §523(a)(5) or, alternatively, declaring that these debts are nondischargeable pursuant to 11 U.S.C. §523(a)(15).

2. Adjudicating that Plaintiff is entitled to judgment against Defendant for the Prebe Debt in the principal sum of \$16,289.28, together with interest thereon and costs and attorneys' fees as set forth in the Judgment and Decree, and against Defendant for the medical obligations in the sum of \$787.68.

3. For such other and further relief as the Court finds just and equitable.

Dated: June 8, 2004.

DUNLAP & SEEGER, P.A.

By: /s/ Paul W. Bucher
Paul W. Bucher
Registration No. 123237
Kari Stonelake-Hopkins
Registration No. 298311

Attorneys for Plaintiff
206 South Broadway, Suite 505
Post Office Box 549
Rochester, Minnesota 55903
Telephone: (507) 288-9111

Exhibit A

Name Ronald and Kathy Kruger

Phone 1-612-923-4896

PROMISSORY NOTE
(Multiple Purpose)

March 11, 1996

For value received, the undersigned (if more than one, jointly and severally) promise(s) to pay to the order of

Robert and, or Joan Prebe
34844 Co. 2 Blvd., Frontenac, M. 55026

(the "Bank"), at its office in

or at any other place designated in writing by the holder hereof, in lawful money of the United States of America, the principal sum of Fifty two thousand dollars and no cents Dollars (\$ 52,000.00), or so much thereof as is advanced and remains outstanding hereunder on the Due Date, as shown by the Bank's liability record or on the reverse side hereof, as the case may be, together with interest (calculated on the basis of actual days elapsed and a _____-day year) on the unpaid principal hereof, from the date hereof until this Note is fully paid at the rate specified below. Principal and interest will be paid as follows:

☐ Principal payable on _____, (insert date or "demand"), interest payable every _____, commencing on _____, 19____, and also when principal is paid in full.

☐ Principal and interest payable together on _____, 19____.

☒ Principal and interest payable together in 360 consecutive installments of \$ 311.94, beginning on April 11, 1996, and thereafter on the same day of each month until March 11, 2026, when the entire unpaid principal and accrued and unpaid interest thereon shall be due and payable. Each installment shall be applied first in payment of accrued interest, and the balance shall be applied in reduction of principal.

Interest shall accrue at the following annual rate:

☒ an annual rate of 6 %;
☐ a variable annual rate equal to _____ % above the Base Rate (the term "Base Rate" means the rate of interest publicly announced by

from time to time as its "_____ rate");

☐ other: _____

If this note evidences a variable rate loan, the following provisions shall also apply:

1. If the \$100,000 exemption to the usury law does not apply and the borrower is not a corporation, the annual rate of interest hereon shall never exceed ☐ _____ %
☐ a rate that is _____ % in excess of the discount rate on 90-day commercial paper in effect from time to time at the Federal Reserve Bank of Minneapolis.

2. The annual rate of interest shall never be less than _____ %.

3. This note shall bear the same rate of interest after it becomes due as was in effect on the Due Date unless the \$100,000 exemption to the usury law applies to the loan evidenced by this note and different arrangements have been made between the Bank and the undersigned.

4. The rate of interest shall initially be determined as of the date hereof and shall thereafter be adjusted: ☐ daily on the same day the Index Rate changes; ☐ daily on the day following the day the Index Rate changes; ☐ monthly, the rate for any given month depending on the Index Rate for the last day of the immediately preceding month; ☐ monthly, on the _____ day of each calendar month with the rate being determined based on the Index Rate in effect on the day of change; or, ☐ as follows: _____

The term "Index Rate" means the Base Rate or the rate described in the "other" paragraph, as applicable.

☐ If checked, the interest rate on this note is authorized under Chapter 53 of Minnesota Statutes.

Interest shall be payable on the Due Date if the Due Date preceeds stated maturity.

As used herein, "Due Date" means the maturity date hereof (whether it be the stated maturity date or some earlier date by reason of acceleration) or, if this Note is payable upon demand, the date of demand.

Unless this ☐ is checked and the Bank has issued its written commitment to the undersigned, the Bank has not obligated itself to make any advances.

☐ This note is secured.

☐ This note is not secured.

☐ This note is guaranteed.

THIS NOTE IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF.

Address of Borrower 301 Red Wing Ave
Bellechester, Mn. 55027
House 1000

X Ronald J. Kruger
✓ Kathy L. Kruger

The undersigned may, at any time or from time to time, prepay the amount outstanding in whole or in part, without penalty or premium. Any partial prepayment shall be applied first against the interest that has accrued and remains unpaid on the date of prepayment, and the balance shall be applied against installments of principal due hereunder, in inverse order of maturity.

This Note shall also become automatically due and payable (including unpaid interest accrued hereon) without notice or demand should the undersigned die or should a petition be filed by or against the undersigned under the United States Bankruptcy Code. If this Note is not paid on the date it matures (whether at stated maturity, on an earlier date due to acceleration, or on demand), the Bank shall have the right to set off the indebtedness evidenced by this Note against any indebtedness of the Bank to the undersigned. The holder hereof may at any time renew this Note or extend the maturity date of any one or more instalments for any period and release any security for, or any party to, this Note, all without notice to or consent of and without releasing any accommodation maker, endorser or guarantor. The undersigned agrees to pay all costs of collection, including attorneys' fees, in the event this Note is not paid when due (unless prohibited by law). The undersigned agrees that each provision whose box is checked is part of this Note. Presentment or other demand for payment, notice of dishonor and protest are hereby waived by the undersigned. This Note shall be governed by the substantive laws of the State of Minnesota, except insofar as the Bank may rely on the laws of the United States to justify the interest rate charged hereunder.

The undersigned (if more than one jointly and severally) unconditionally guarantee(s) the due and punctual payment of the within note (and all renewals thereof) and agree(s) that any of the actions mentioned in the note may be done without notifying me/us or releasing my/our liability hereunder.

x

[illegible]

Exhibit B

STATE OF MINNESOTA
COUNTY OF GOODHUE

DISTRICT COURT
FIRST JUDICIAL DISTRICT
FAMILY COURT DIVISION
Case Type 4: Dissolution with Children

In re the Marriage of:

KATHY JO KRUGER,

Petitioner,

and

RONALD JAMES KRUGER,

Respondent.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, ORDER FOR JUDGMENT
AND JUDGMENT AND DECREE**

Court File No. F2-01-1249

This matter came before the Court without final hearing pursuant to Minnesota Statute §518.13, subd. 5 in that the parties have signed a Marital Termination Agreement on file with the Court, and all parties are represented by counsel.

Based upon the Marital Termination Agreement signed by the parties and all of the records on file, the Court now makes the following:

FINDINGS OF FACT

I.

Petitioner's name, any prior or other names, address, date of birth, age and Social

Security number are:

Name:	Kathy Jo Kruger
Prior/Other Names:	Kathy Jo Prebe
Address:	Confidential
Date of Birth:	April 23, 1971
Age:	30
Social Security Number:	See Confidential Information Form

II.

Respondent's name, any prior or other names, address, date of birth, age and Social Security number are as set forth below:

Name:	Ronald James Kruger
Prior/Other Names:	None
Address:	301 Red Wing Avenue Bellechester, Minnesota 55027
Date of Birth:	November 19, 1967
Age:	33
Social Security Number:	<i>See Confidential Information Form</i>

III.

The name and address of Petitioner's attorney are:

PATRICK J. ARENDT
Attorney License No. 266474
ARENDT LAW OFFICE
3169 WELLNER DRIVE NE, SUITE C
ROCHESTER, MN 55906
(507) 280-9330

IV.

The name and address of Respondent's attorney are:

DANIEL R. TROST
Attorney License No. 154064
SCHREIBER & JARSTAD
104 S. WASHINGTON
LAKE CITY, MINNESOTA 55041
(651) 345-3304

V.

Petitioner and Respondent were married on May 4, 1991, in Winona, Winona County,
Minnesota.

VI.

There has been an irretrievable breakdown of the marriage relationship, with no chance of reconciliation. The parties have been separated since June 17, 2001.

VII.

Petitioner and the parties' minor children have resided in Minnesota for more than 180 days immediately preceding the commencement of this proceeding. Petitioner resided in GOODHUE County at the commencement of this proceeding. Minnesota is the home state of the minor children within the meaning of Minnesota Statute §518D.102, and thus this Court has jurisdiction over their custody status under the Uniform Child Custody Jurisdiction and Enforcement Act.

VIII.

Neither Petitioner nor Respondent is a member of the military or armed forces of the United States.

IX.

The marriage has not previously been dissolved and no separate proceeding for dissolution, legal separation, or custody is pending in any court in this state or elsewhere.

X.

An order for protection was issued on July 16, 2001 by the Goodhue County District Court, in Minnesota. The order remains in effect and prohibits Respondent from committing any act of domestic abuse against Petitioner. The order for protection granted temporary custody of the minor children to Petitioner.

XI.

The parties have two minor children whose names, any prior or other names, birthdates, and ages, are set forth below:

NAME	BIRTHDATE	AGE	PRIOR NAME
Ashley Jo Kruger	August 20, 1987	13	None
Adam James Kruger	November 25, 1989	11	None

The minor children are not under the jurisdiction of a juvenile court. The children's Social Security numbers are in the Confidential Information Form on file with the Court.

XII.

Petitioner is not pregnant.

XIII.

The minor children are currently living with Petitioner. Both parties are fit and proper persons to have the sole physical custody of the minor children of the parties. The parties are able to cooperate in making decisions affecting the children. It is in the best interests and welfare of the minor children that the parties be granted joint legal custody of the minor children, and that Petitioner be granted sole physical custody of the minor children subject to Respondent's right to parenting time.

XIV.

Petitioner is unemployed and has no income.

XV.

Respondent is currently employed at Majerus Garage in Bellechester, Minnesota, and earns a net income of approximately \$1,800.00 per month.

XVI.

Respondent has expressly waived any claim he may have against Petitioner for spousal maintenance.

XVII.

The minor children are currently covered by Medical Assistance.

XVIII.

The parties are the owners in joint tenancy of homestead property located at 301 Red Wing Avenue, Bellechester, Goodhue County, Minnesota, and legally described as:

Lots 11 & 12, Block 11, Original Plat of Bellechester, in the City of Bellechester, Goodhue County, Minnesota

Neither party has any non-marital interest in this property.

XIX.

The parties have divided between themselves all of their personal property consisting of household goods, furnishings, and furniture.

XX.

The parties own a 1996 Chevy Blazer which is currently in the possession of the Petitioner. The parties also own a second vehicle, a 1994 Mercury Sable, which is currently in the possession of the Respondent.

XXI.

The parties incurred various debts during their marriage.

XXII.

The parties have signed a Marital Termination Agreement which the Court finds to be fair and equitable, and incorporates by reference.

XXIII.

The parties have acknowledged that they have made full disclosure to one another of all of their assets, both real and personal, and all of their income. The parties are aware that failure to disclose shall be considered fraud or misrepresentation upon the Court and the other party.

XXIV.

The parties have specifically reserved his or her right to pursue any tort claim which may exist against the other party.

CONCLUSIONS OF LAW

1. **Dissolution**: The bonds of matrimony existing between the Petitioner and Respondent are dissolved.

2. **Custody**: The parties are awarded joint legal custody and the Petitioner is awarded sole physical custody of the minor children of the parties, namely:

NAME	BIRTHDATE	AGE
Ashley Jo Kruger	August 20, 1987	13
Adam James Kruger	November 25, 1989	11

subject to the Respondent's right to reasonable parenting time as set forth in the schedule in the next paragraph and as otherwise agreed between the parties.

3. **Parenting Time Schedule**: Respondent is entitled to parenting time with the minor children every other weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday.

4. **Holiday Parenting time:** Holidays shall be alternated on a yearly basis as follows:

	<u>ODD YEARS</u>	<u>EVEN YEARS</u>
New Years	Mother	Father
Easter	Father	Mother
Memorial Day	Mother	Father
4th of July	Mother	Father
Labor Day	Mother	Father
Thanksgiving	Father	Mother
Christmas Eve	Mother	Father
Christmas Day	Father	Mother
Ashley's birthday	Mother	Father
Adam's birthday	Mother	Father

The Petitioner shall have the children every Mother's Day and the Respondent shall have the children every Father's Day. This parenting schedule for holidays and birthdays takes priority over other custody and parenting times ordered.

5. **Child Support:** Child support and related issues are reserved and deferred to the Expedited Child Support Process. Until child support is determined through the Expedited Child Support Process Respondent shall pay to the Petitioner directly the sum of \$500 per month beginning September 1, 2001. In lieu of child support arrears, Respondent shall also contribute \$ 1,000 towards the purchase of furniture and household appliance on behalf of the Petitioner on or before August 22, 2001.

6. **Duration of Child Support Obligation:** Respondent's child support obligation shall continue until all of the minor children:

- a. attain the age of eighteen (18) years, or the age of twenty (20) years if still attending secondary school, or
- b. marry or die, or
- c. until further order of the Court.

7. **Income Withholding:** Beginning immediately any amounts due to Petitioner for child support, child care costs, spousal maintenance, and medical support shall be withheld from Respondent's income in accordance with Minnesota Statutes Chapter 518. Respondent's employer, or other payor of funds, and any future employer or payor of funds, shall deduct amounts ordered as child support, child care costs, spousal maintenance and medical support and forward those amounts to:

Minnesota Child Support Payment Center
P.O. Box 64306
St. Paul, MN 55164-0306

Withheld funds must be remitted within seven (7) days of the date the Respondent is paid the remainder of the income, and the remittance information must identify the obligor and include the Respondent's social security number, case type indicator provided by the public authority, and the date the Respondent was paid the remainder of the income.

Respondent shall notify Minnesota Child Support Payment Center of (a) the name and address of his current employer or other payor of funds, (b) whether he has access to employment related health insurance coverage, and if so, (c) information on the health insurance policy, and (d) other information as set out in paragraph 6 of Appendix A. This information must be provided within ten (10) days of entry of the Judgment and Decree, and within ten (10) days of any change. The file number of this case, **F2-01-1249**, must be included when notice is given.

This order is binding on all current and future employers or payors of funds without further order of the court. NO EMPLOYER MAY DISCHARGE, SUSPEND, OR OTHERWISE PENALIZE OR DISCIPLINE AN EMPLOYEE BECAUSE THE EMPLOYER MUST WITHHOLD SUPPORT. If Respondent's employment terminates Respondent and the employer or payor of funds must notify Minnesota Child Support Payment Center within ten (10) days of the termination. The

notice of termination must include the Respondent's home address and the name and address of his new payor of funds, if known.

8. **Health Insurance for the Children:** The Petitioner has qualified for Medical Assistance for her and the minor children. In the event the minor children are no longer qualified for medical assistance the Respondent shall obtain such group insurance as is made available to the Respondent through an employer.

If the minor children are without insurance coverage because Respondent fails to comply with the provisions of this section, Petitioner may provide insurance coverage for the benefit of the minor children and Respondent shall promptly reimburse Petitioner for all costs of coverage.

The provisions of this section shall remain in effect for each child as long as the child is eligible for child support. Respondent's obligation under this section is additional child support.

9. **Uninsured Health Care Expenses for the Children:** Respondent shall be responsible for payment of all medical, hospitalization, optical, dental, psychological and other health expenses for the minor children which are not covered by insurance or by medical assistance. The provisions of this section shall remain in effect for each child as long as the child is eligible for child support.

10. **Spousal Insurance:** Neither party has any obligation to provide health, medical, or dental insurance for the other party.

11. **Spousal Maintenance:** The Petitioner's right to spousal maintenance shall be reserved. Petitioner may bring the issue of spousal maintenance back before the Court by motion at any time. The Respondent expressly waives any claim to past, present and future maintenance. The Respondent intends that the Court shall be divested of any jurisdiction to award maintenance

or to entertain any motion for spousal maintenance under Minnesota Statutes §518.552 or §518.64.

12. **Real Estate:** The real property of the parties, located at 301 Red Wing Avenue, Bellechester, Goodhue, Minnesota, and legally described as:

**Lots 11 & 12, Block 11, Original Plat of
Bellechester, in the City of Bellechester, Goodhue
County, Minnesota**

is awarded to Respondent free and clear of any claim by the Petitioner. Respondent shall promptly refinance the existing mortgage into his own name. Respondent shall to pay to Petitioner's parents the sum of \$ 25,000 upon refinancing, except that in any event, said payment shall be made no later than ninety (90) days after the entry of the judgment and decree in this matter. Respondent shall assume and pay the remaining debt to Petitioner's parents in the amount of \$ 23, 042.21, plus 6% per annum interest according to the existing payment schedule. In the event Respondent sells the property or declares bankruptcy the total amount shall be due and payable to Petitioner's parents. Any encumbrance on the property shall be the sole responsibility of Respondent. Petitioner shall provide Respondent with a Quit Claim Deed to this property within ten (10) days after entry of the Judgment and Decree of Dissolution. If Petitioner fails to do so, a certified copy of the Judgment and Decree or a summary real estate disposition judgment shall be sufficient to transfer title of this property to Respondent.

13. **Personal Property:** Each party shall have the sole title, use and possession of the personal property, including cash and bank accounts, as well as household goods, furniture and equipment currently in his or her respective name or possession as of the date the Marital Termination Agreement was signed. Petitioner shall be allowed to temporarily store her personal property at the parties' homestead for a period not to exceed 6 months. Respondent shall not

destroy, transfer or conceal such personal property and shall allow Petitioner access to her property upon reasonable notice.

14. **Vehicles**: Petitioner is awarded the exclusive title and possession of the parties' 1996 Chevy Blazer automobile and shall assume full responsibility for any encumbrance on this vehicle. Respondent is awarded the exclusive title and possession of the parties' 1994 Mercury Sable automobile and shall assume full responsibility for any encumbrance on this vehicle.

15. **Pensions**: Each party is awarded all right, title and interest in any pension or retirement plan he or she may have.

16. **Marital Debts**: Respondent shall be responsible for and shall assume the obligation of all the debts of the parties incurred prior to June 17, 2001, and hold Petitioner harmless from this obligation. The obligation for payment of these debts shall be considered additional child support and/or spousal maintenance. Respondent shall be liable for reasonable attorney fees and costs incurred by Petitioner for defending against claims by these creditors. Any debt incurred after June 17, 2001 shall be solely the obligation of the party incurring the debt.

17. **Attorney Fees**: Each party is responsible for his or her own attorney fees incurred in this proceeding.

18. **Tax returns & Tax Deductions**: Petitioner and Respondent shall file joint federal and state income tax returns for the year 2001 and shall equally divide the tax refunds. The parties shall split the tax deductions for the minor children as follows: Petitioner is awarded the tax deduction for Ashley Jo Kruger. Respondent is awarded the tax deduction for Adam James Kruger..

19. **Restraining Order**: Neither party shall abuse, mistreat, or interfere with the other party and further agree that neither party shall commit or threaten any act of physical harm, bodily

injury, or assault against either party whether in or out of the home, in person, by agent, or by telephone.

Both parties are prohibited from harassing the other party. "Harassment" includes, but is not limited to, the following specific conduct: threats, threatening behavior, calling the other party abusive names, damaging the other party's property, entering the other party's residence without permission, stealing property from the other party, taking pictures of the other party without permission, recording conversations with the other party without permission, and any other conduct which a reasonable person would consider to be harassment.

20. **Appendix A:** Appendix A is attached to this document and incorporated by reference, subject to the provisions contained within this Judgment and Decree.

21. **Execution of Documents:** Both parties shall promptly execute all documents necessary to effectuate the terms of this Judgment and Decree. If either party fails to do so within the deadlines specified in this Judgment and Decree, or within thirty (30) days if no deadline is specified, the Judgment and Decree shall be sufficient to transfer title or otherwise effectuate this order.

22. **Service of Judgment and Decree:** Service of a copy of the Judgment and Decree upon each attorney by the other attorney by U.S. Mail shall constitute due and proper service of the Judgment and Decree upon each party and proof thereof for all purposes.

23. **Withdrawal of Counsel:** DANIEL R. TROST and SCHREIBER & JARSTAD shall cease to be attorneys of record for Respondent sixty-one (61) days after entry of this Judgment and Decree, or fifteen (15) days after counsel has served notice of entry of the Judgment and Decree upon Petitioner, whichever occurs first. PATRICK J. ARENDT and ARENDT LAW OFFICE shall

cease to be attorneys of record for Petitioner sixty-one (61) days after entry of this Judgment and Decree, or fifteen (15) days after counsel has served notice of entry of the Judgment and Decree upon Petitioner, whichever occurs first.

24. **Reopening for Non-Disclosure**: If either party failed to make an accurate, full and current disclosure of all income, assets, debts and liabilities this Judgment and Decree shall be subject to reopening, at any time, pursuant to Minnesota Statute §518.145.

25. **Final Judgment**: Except as set forth herein, neither party shall have any further claim of any kind against the other party arising out of the marital relationship of the parties.

APPROVAL BY RESPONDENT'S ATTORNEY

I, DANIEL R. TROST, attorney for the Respondent, acknowledge that I have read the Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree and they meet with my approval as to form.

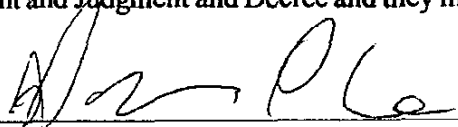
Dated: 8-20-01


DANIEL R. TROST
SCHREIBER & JARSTAD

APPROVAL BY PETITIONER'S ATTORNEY

I, PATRICK J. ARENDT, attorney for the Petitioner, acknowledge that I have read the Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree and they meet with my approval as to form.

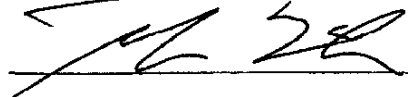
Dated: 8-16-01


PATRICK J. ARENDT
ARENDT LAW OFFICE

ORDER FOR JUDGMENT

There being no just reason for further delay, let Judgment be entered accordingly.

Dated: 8-21-01



Judge of District Court

JUDGMENT AND DECREE

I certify that the above Conclusions of Law constitute the Judgment and Decree of the Court. Judgment and Decree entered this 21st day of August, 2001.

Lawrence H. Peterson

Goodhue County Court Administrator

By: 

Deputy

FORM 3. APPENDIX A

NOTICE IS HEREBY GIVEN TO THE PARTIES:

I. PAYMENTS TO PUBLIC AGENCY. According to Minnesota Statutes, section 518.551, subdivision 1, payments ordered for maintenance and support must be paid to the Minnesota child support payment center as long as the person entitled to receive the payments is receiving or has applied for public assistance or has applied for support and maintenance collection services. Parents mail payments to: P.O. Box 64326, St. Paul, MN 55164-0326. Employers mail payments to: P.O. Box 64306, St. Paul, MN 55164.

I. DEPRIVING ANOTHER OF CUSTODIAL OR PARENTAL RIGHTS – A FELONY. A person may be charged with a felony who conceals a minor child or takes, obtains, retains, or fails to return a minor child from or to the child's parent (or person with custodial or parenting time rights), according to Minnesota Statutes, section 609.26. A copy of that section is available from any court administrator.

III. NONSUPPORT OF A SPOUSE OR CHILD – CRIMINAL PENALTIES. A person who fails to pay court-ordered child support or maintenance may be charged with a crime, which may include misdemeanor, gross misdemeanor, or felony charges, according to Minnesota Statutes, section 609.375. A copy of that section is available from any district court clerk.

IV. RULES OF SUPPORT, MAINTENANCE, PARENTING TIME.

- A. Payment of support or spousal maintenance is to be as ordered, and the giving of gifts or making purchases of food, clothing, and the like will not fulfill the obligation.
- B. Payment of support must be made as it becomes due, and failure to secure or denial of parenting time is NOT an excuse for nonpayment, but the aggrieved party must seek relief through a proper motion filed with the court.
- C. Nonpayment of support is not grounds to deny parenting time. The party entitled to receive support may apply for support and collection services, file a contempt motion, or obtain a judgment as provided in Minnesota Statutes, section 548.091.
- D. The payment of support or spousal maintenance takes priority over payment of debts and other obligations.
- E. A party who accepts additional obligations of support does so with the full knowledge of the party's prior obligation under this proceeding.
- F. Child support or maintenance is based on annual income, and it is the responsibility of a person with seasonal employment to budget income so that payments are made throughout the year as ordered.
- G. If the obligor is laid off from employment or receives a pay reduction, support may be reduced, but only if a motion to reduce the support is served and filed with the court. Any reduction will take effect only if ordered by the court and may only relate back to the time that the motion is filed. If a motion is not filed, the support obligation will continue at the current level. The court is not permitted to reduce support retroactively, except as provided in Minnesota Statutes, section 518.64, subdivision 2, paragraph (d).
- H. *A Parental Guide to Making Child-Focused Visitation Decisions* is available from any court administrator.
- I. The nonpayment of support may be enforced through the denial of student grants; interception of state and federal tax refunds; suspension of driver's, recreational, and occupational licenses; referral to the department of revenue or private collection agencies; seizure of assets, including bank accounts and other assets held by financial institutions; reporting to credit bureaus; interest charging, income withholding, and contempt proceedings; and other enforcement methods allowed by law.

V. PARENTAL RIGHTS FROM MINNESOTA STATUTES, SECTION 518.17, SUBDIVISION 3. UNLESS OTHERWISE PROVIDED BY THE COURT:

- A. Each party has the right of access to, and to receive copies of, school, medical, dental, religious training, and other important records and information about the minor children. Each party has the right of access to information regarding health or dental insurance available to the minor children. Presentation of a copy of this order to the custodian of a record or other information about the minor children constitutes sufficient authorization for the release of the record or information to the requesting party.

- B. Each party shall keep the other informed as to the name and address of the school of attendance of the minor children. Each party has the right to be informed by school officials about the children's welfare, educational progress and status, and to attend school and parent teacher conferences. The school is not required to hold a separate conference for each party.
- C. In case of an accident or serious illness of a minor child, each party shall notify the other party of the accident or illness, and the name of the health care provider and the place of treatment.
- D. Each party has the right of reasonable access and telephone contact with the minor children.

VI. WAGE AND INCOME DEDUCTION OF SUPPORT AND MAINTENANCE. Child support and / or spousal maintenance may be withheld from income, with or without notice to the person obligated to pay, when the conditions of Minnesota Statutes, section 518.6111, have been met. A copy of that section is available from any court administrator.

VII. CHANGE OF ADDRESS OR RESIDENCE. Unless otherwise ordered, each party shall notify the other party, the court, and the public authority responsible for collection, if applicable, of the following information within ten days of any change: residential and mailing address, telephone number, driver's license number, social security number, and name, address, and telephone number of the employer.

VIII. COST OF LIVING INCREASE OF SUPPORT AND MAINTENANCE. Child support and / or spousal maintenance may be adjusted every two years based upon a change in the cost of living (using the u.s. department of labor, bureau of labor statistics, consumer price index Mpls. St. Paul, for all urban consumers (CPI-U), unless otherwise specified in this order) when the conditions of Minnesota Statutes, section 518.641, are met. Cost of living increases are compounded. A copy of Minnesota Statutes, section 518.641, and forms necessary to request or contest a cost of living increase are available from any court administrator.

IX. JUDGMENTS FOR UNPAID SUPPORT; INTEREST. ACCORDING TO MINNESOTA STATUTES, SECTION 548.091:

- A. If a person fails to make a child support payment, the payment owed becomes a judgment against the person responsible to make the payment by operation of law on or after the date the payment is due, and the person entitled to receive the payment or the public agency may obtain entry and docketing of the judgement without notice to the person responsible to make the payment.
- B. Interest begins accruing on a payment or installment of child support whenever the unpaid amount due is greater than the current support due.

X. JUDGMENTS FOR UNPAID MAINTENANCE. A judgment for unpaid spousal maintenance may be entered and docketed when the conditions of Minnesota Statutes, section 548.091, are met. A copy of that section is available from any court administrator.

XI. ATTORNEY FEES AND COLLECTION COSTS FOR ENFORCEMENT OF CHILD SUPPORT. A judgment for attorney fees and other collection costs incurred in enforcing a child support order will be entered against the person responsible to pay support when the conditions of Minnesota Statutes, section 518.14, subdivision 2, are met. A copy of that section and forms necessary to request or contest these attorney fees and collection costs are available from any court administrator.

XII. PARENTING TIME EXPEDITOR PROCESS. On request of either party or on its own motion, the court may appoint a parenting time expeditor to resolve parenting time disputes under Minnesota Statutes, section 518.1751. A copy of that section and a description of the expeditor process is available from any court administrator.

XIII. PARENTING TIME REMEDIES AND PENALTIES. Remedies and penalties for wrongful denial of parenting time are available under Minnesota Statutes, section 518.175, subdivision 6. These include compensatory parenting time; civil penalties; bond requirements; contempt; and reversal of custody. A copy of that subdivision and forms for requesting relief are available from any court administrator.